

**INVITATION FOR BID**  
**IFB**  
**SET-ASIDE FOR DMBE CERTIFIED SMALL BUSINESSES**

**Issue Date:** December 19, 2006

**IFB #:** 2007-003-FSPA

**Title:** HVAC and Equipment Preventive Maintenance & Repair Service    **Commodity Code:** 910-36

**Issuing Agency:**

Commonwealth of Virginia  
Department of Motor Vehicles  
Facilities Services and Planning Administration  
2300 West Broad Street  
Richmond, Virginia 23220

**Using Agency And/Or Location**  
**Where Work Will Be Performed:**

Rocky Mount Customer Service Center  
305 Tanyard Road  
Rocky Mount, Virginia 24151

**Period Of Contract:** From **February 1, 2007** through **January 31, 2008** (\*Renewable).  
(Four (4) Successive One Year Renewal Periods)

**SEALED Bids** Will Be Received Until 3:00 p.m., Monday, January 22, 2007 For Furnishing The Services Described Herein And Then Opened In Public at 3:00 p.m., Tuesday, January 23, 2007.

**Bidders Who Wish To Receive A Copy Of The Public Notice Must Enclose A Stamped, Pre-addressed Envelope.**

All Inquiries For Information Should Be Directed To: Carrie H. Robinson, CPPB, VCO, Service Contracts Administrator,  
([Carrie.Robinson@dmv.virginia.gov](mailto:Carrie.Robinson@dmv.virginia.gov)) or Fax: (804) 367-6676.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: Department of Motor Vehicles, Security Desk, Attn: Carrie Robinson, 2300 West Broad Street, Richmond, Virginia 23220.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Services At The Price(s) Indicated In Section VII, Pricing Schedule.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

\*Virginia Contractor License No. \_\_\_\_\_  
Class: \_\_\_\_\_ Specialty Codes: \_\_\_\_\_

**Name And Address Of Firm:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature In Ink)

\_\_\_\_\_  
Zip Code \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

SSN/FIN NO. \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

E-mail address: \_\_\_\_\_

Cell Phone Number: (\_\_\_\_) \_\_\_\_\_

- I. **PURPOSE:** The purpose of this Invitation For Bids is to establish a contract with one qualified source for preventive maintenance services for heating, ventilation, air conditioning (HVAC) and other equipment listed in Attachment A at a firm fixed price and an "on-call" repair service on a time and materials basis.

II. **SCOPE OF WORK:**

A. **Requirements:**

The Contractor shall furnish Preventative Maintenance Service for HVAC service and related equipment (including all necessary parts, labor, supervision, materials, and equipment) and "on-call" repair services on **all heating, ventilation, and air conditioning (HVAC) equipment and all water heaters, water coolers, and exhaust fans whether or not listed in Attachment A.** Preventive maintenance shall include all adjustments and servicing required to maintain systems and equipment in good operating condition, in accordance with the manufacturer's specifications and Attachment B, titled "General Equipment Preventive Maintenance Guidelines".

B. **Preventive Maintenance Service:**

1. Contractor shall begin preventive maintenance service on all HVAC equipment within ten (10) days of the award of the contract. Contractor shall use the service checklist described in Attachment B as the start point for preventive maintenance. Seasonal changeover service shall be performed when appropriate and/or as requested by the owner.
2. Upon completion of the initial service of the HVAC equipment, Contractor **shall** submit to the Owner a written report. This report shall identify the building name or number, the date(s) service was performed and the following additional information on each piece of HVAC equipment:
  - a. The manufacturer, model and serial number.
  - b. A detailed, narrative statement as to the condition of the equipment indicating work that apparently has been performed previously and an estimate of the age.
  - c. Specific recommendations for any major repair or modification which will enhance the operation of this equipment.
  - d. An estimate of the cost to accomplish the work recommended in item c.
  - e. A list of service items to include filter type, size, and number; drive belt size, type and number; any other information related to servicing the equipment.

C. **General:**

1. The Contractor shall complete a service check log upon the completion of each site visit (Attachment C). This log provided by DMV tracks the type of preventive maintenance or repair task performed on each piece of equipment at the facility. Failure for the contractor to properly and accurately complete the service check log will be grounds for default as described in Section IV, Item P, Page 8 of 13.
2. The Contractor shall deliver to the Owner all copies of warranty certificates, maintenance manuals, and other pertinent data as it relates to replaced parts and equipment.
3. **Travel charges including truck charges will not be allowed.**

D. **Major Repairs & Replacements:**

1. Repairs which are not due to the Contractor's improper performance or failure to perform preventive maintenance shall be completed on a time and materials basis. Time shall be based on actual time spent on the job site recognizing a minimum of 1 ½ hour (HVAC mechanic time).

2. **Emergency repairs or component replacements which are estimated to cost more than \$250 in parts and labor shall require the Contractor to submit a detailed written estimate of the man-hours by labor categories, labor rate(s) and materials, at cost. Approval must be received prior to proceeding with the work. Contact either Michael G. Baxter or Carrie H. Robinson at: phone (804) 367-0048 and fax (804) 367-6676.**
3. The Owner reserves the right to make or obtain other repair cost estimates prior to authorizing the Contractor to proceed in order to comply with the requirements of the Agency Procurement and Surplus Property Manual.
4. Damages to equipment covered by these specifications, caused by Contractor's negligence or nonfeasance shall be repaired to the satisfaction of the Owner, at no cost to the Owner.
5. The Contractor shall notify the Owner of any repairs which may be covered under the equipment manufacturer's warranty or may be considered to result from defects in the equipment prior to proceeding with any work.

**E. Work Hours & On Call Repairs:**

1. Normal work hours for the DMV Rocky Mount Customer Service Centers is 9:00 a.m. to 5:00 p.m., Monday through Friday and 8:00 a.m. to 12:00 p.m., Saturday (except holidays). All preventive maintenance service shall be performed during normal working hours unless otherwise directed by the owner.
2. In the event of a system failure, the Contractor shall provide "on-call" repair service within four (4) hours of being called.
3. Authorized repair work, on a time and material basis, performed outside of normal work hours shall be paid at the overtime labor hour rate described in Section VII Pricing Schedule.
4. Service employees shall **check in and out** with the Owner's designated representative during normal work hours. Work to be performed during non-working hours shall be coordinated with the Owner's designated representative, as required.
5. Service employees shall provide a clear and legible copy of the Contractor's work order showing all work performed, indicating thereon the date and time of arrival and departure at the facility for each employee. Work orders shall have a statement that shall be signed by the Owner's representative that work was performed. Copies shall accompany invoices for payment.

**F. Contractor's Personnel:**

1. All services shall be performed by service technicians who are qualified through factory or other training to work on the specific makes and types of equipment to be repaired/serviced and are directly employed and supervised by the Contractor. Each employee must have at least three years of experience in this field. Evidence of stated qualifications shall be made available to the Owner upon request. The Owner reserves the right to reject Contractor's service personnel who, in the owner's judgment, are not adequately qualified to perform the work.
2. Service employees shall be appropriately certified/licensed by the Commonwealth of Virginia/local jurisdictions to perform HVAC and related mechanical work.

**III. PRE-BID CONFERENCE: Non-applicable.**

**IV. GENERAL CONDITIONS:**

- A. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals".

- B. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues is controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia* § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with applicable federal, state, and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their bids, Bidders certify to DMV that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 11-51 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, Section 11-35.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present, or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, the Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to

the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. **Return of the complete document is required.** Modification of or additions to any portion of the Invitation for Bid may be cause for rejection of the bid; however, DMV reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, DMV may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Department of Motor Vehicles, Financial Management Services, P.O. Box 25700, Richmond, Virginia 23260. All invoices shall show the state contract number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  2. **To Subcontractors:**
    - a. A contractor awarded a contract under this solicitation is hereby obligated:
      - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from DMV for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
      - (2) To notify DMV and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
    - b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from DMV, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DMV.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*,

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF BIDDERS: DMV may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the item(s) and the bidder shall furnish to DMV all such information and data for this purpose as may be requested. DMV reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. DMV further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy DMV that such bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- M. TESTING/INSPECTION: DMV reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of DMV.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:
1. DMV may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give DMV a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to DMV's right to audit the Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present DMV with all vouchers and records of expenses incurred and savings realized. DMV shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to DMV within thirty (30) days from the date of receipt of the written order from DMV. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by DMV or with the performance of the contract generally.
  2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, DMV, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DMV may have.
- Q. INSURANCE: By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction

contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Bidder further certifies that the contractor and any subcontractor will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract DMV reserves the right to require the Contractor to furnish certificates of insurance for the coverages required.

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that changes their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.

A thirty days' written notice of cancellation or nonrenewal shall be furnished by certified mail to DMV at the address indicated on the solicitation.

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the first floor bulletin board, on the DMV web site ([www.dmvnow.com](http://www.dmvnow.com)) and on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for the minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov) streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor

Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate Transaction Fee specific below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
  - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that DMV shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women-and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE no later than the solicitation due date and time.

## **VI. SPECIAL TERMS AND CONDITIONS:**

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to DMV will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- C. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. DMV, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- D. AWARD OF CONTRACT: Awards are made to the lowest responsive and responsible Bidder. Due consideration will be given to price, quality as judged by tests and previous experience, and the ability of the bidder to render required services. DMV also reserves the right to conduct any tests it may deem advisable and to make all evaluations. DMV also reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award whenever it is deemed in the sole opinion of procuring public body to be in its best interest.



- F. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 45 days. At the end of the 45 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- G. BID EVALUATION PROCEDURES: Bids shall be evaluated on the basis of the lump sum price and hourly rates as specified by the bidder in Section VII, Pricing Schedule. The low bidder shall be determined by the following hypothetical scenario:

Basis Preventive Maintenance Service: (One Full Year of Service)	\$ _____
Regular Hourly Rate: HVAC Mechanic 10 Hours @\$ _____/hr.	\$ _____
Regular Hourly Rate: Assistant/Helper 5 Hours @\$ _____/hr.	\$ _____
Overtime Hourly Rate: HVAC Mechanic 2 Hours @\$ _____/hr.	\$ _____
Overtime Hourly Rate: Assistant/Helper 1 Hour @\$ _____/hr.	\$ _____
<b>TOTAL BID PRICE:</b>	<b>\$ _____</b>

- H. CANCELLATION OF CONTRACT: DMV reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- I. CONFLICT OF INTEREST: The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and Article 4 (Ethics in Public Contracting) of the Public Procurement Act (Section 11-72 et seq.).
- J. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair, or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by Bidder within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the Bidder is required under Title 54.1, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy five hundred dollars (\$7,500) or more (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work) but less than seventy thousand dollars (\$70,000), the Bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one thousand dollars (\$1,000) or more but less than seventy five hundred dollars (7,500) and is not for electrical, plumbing and HVAC work, the Bidder is required to be licensed as a "CLASS C CONTRACTOR". The Bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. \_\_\_\_\_  
Specialty No. \_\_\_\_\_

Licensed Class B Virginia Contractor No. \_\_\_\_\_  
Specialty No. \_\_\_\_\_

Licensed Class C Virginia Contractor No. \_\_\_\_\_  
Specialty No. \_\_\_\_\_

If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to DMV in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950), as amended, and his bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

- K. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

- L. IDENTIFICATION OF BID ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>January 22, 2007</u>	<u>3:00 p.m.</u>
Name of Bidder	Due Date	Time
_____	<u>2007-003-FSPA</u>	
Street or Box Number	IFB No.	
_____	<u>HVAC Services</u>	
City, State, Zip Code	IFB Title	

Name of Contract Officer: Carrie H. Robinson, CPPB, VCO, Service Contracts Administrator

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- M. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- N. INSPECTION OF JOB SITE: My **signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by DMV.**
- O. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.
- P. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- Q. RENEWAL OF CONTRACT: This contract may be renewed by DMV upon written agreement of both parties for four (4) successive one year periods, under the terms and conditions of the original contract, except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of DMV's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- If DMV elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- R. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish DMV the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- S. SUPERVISION BY CONTRACTOR: The Contractor shall, at all times, enforce strict discipline and good order among the workers performing under the Contract, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.
- T. WORK SITE DAMAGES: Any damage to finished surfaces resulting from work performed under this Contract shall be repaired to DMV's satisfaction at the Contractor's expense.
- U. CONTRACTOR PROPERTY DAMAGE: The Contractor shall be entirely responsible for any loss or damage to his/her own materials, supplies and equipment, and to the personal property of his/her employees while they are maintained on the work site.
- V. MODIFICATION OF CONTRACT: DMV may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$10,000 or 25%, whichever is greater, without the advance written approval of the Governor or his designee. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by DMV:
1. The written modification shall stipulate the mutually agreed price for the specific addition to/deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
  2. The written modification shall stipulate the number of unit quantities added to/deletion from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
  3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as DMV may direct, a correct account of the cost of the change together with all vouchers therefor. The cost shall include an allowance for overhead and profit to be mutually agreed upon by DMV and the Contractor.
- W. QUALIFICATION OF BIDDERS: BIDDERS ARE REQUESTED TO COMPLETE AND RETURN ATTACHMENT D WITH THEIR BIDS.
- U. eVA BUSINESS-TO-GOVERNMENT CONTRACTS: It is anticipated that the contract will result in multiple eVA purchase orders (i.e. one for each year of contract) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be assessed and downloaded for [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

## VI. METHOD OF PAYMENT:

### A. PAYMENTS FOR PREVENTIVE MAINTENANCE SERVICES:

1. Payment will be made upon completion of service and submission of an invoice for payment by the Contractor.
2. Contractor's invoice shall contain the following:
  - a. Date(s) of service.
  - b. Amount of billing (Note to Contractor: Billing to be cumulative, showing original contract amount less amount due and total remaining.)

### B. PAYMENT FOR REPAIR SERVICES: The Contractor shall provide "on call" repair services when requested in writing or verbally by DMV and shall submit a separate invoice for payment for each occurrence containing the following information:

1. Building where HVAC equipment is located.
2. Date and time of repair.
3. Brief description of repair.
4. Amount of billing showing all parts installed and total hours it took to provide the repairs. Contractor's invoices for parts and signed work orders (required by Section II, Paragraph E) shall be attached.

## VII. PRICING SCHEDULE:

- A. The Contractor agrees to provide HVAC preventive maintenance services in accordance with the specifications for the following lump sum price (**Yearly Price**);

Preventive Maintenance                      **TOTAL    \$\_\_\_\_\_ Per year**

- B. The Contractor agrees to provide labor for "on-call" repair of HVAC equipment at the following hourly rates. (Helper/Assistant price per hour must be quoted or bid will be considered non-responsive.)

**Any bidder who enters \$0 on a pricing blank or leaves it blank shall be considered nonresponsive.**

Regular Time		Overtime	
HVAC Mechanic	\$_____ /hr.	HVAC Mechanic	\$_____ /hr.
Helper/Assistant	\$_____ /hr	Helper/Assistant	\$_____ /hr

- C. **The Contractor agrees to provide parts and materials equal to those of the original equipment manufacturer for repair of all HVAC equipment.**

**PARTS AND SUPPLIES SHALL BE PROVIDED AT THE CONTRACTOR'S ACTUAL INVOICED COSTS.**

For regular service, at the end of each month of satisfactory service, DMV's Financial Management Services will authorize an automatic payment. Payment should be received within thirty days following the month that services were rendered.

**VIII. OTHER ATTACHMENTS:**

Attachment A - Inventory Sheet

Attachment B - Preventive Maintenance Guidelines

Attachment C - Service Check Log

Attachment D - Data Sheet

**ATTACHMENT A**

**INVENTORY SHEET**

QUANTITY	SYSTEMS COMPONENT	MANUFACTURER	MODEL NUMBER
1	2-ton Heat Pump	Lennox	HP-16-261
1	4-tonHeat Pump	Lennox	HP-16-261
1	Electric Water Cooler		
1	Electric Water heater		

## ATTACHMENT B

### **GENERAL EQUIPMENT PREVENTIVE MAINTENANCE GUIDELINES**

The Contractor will provide the following maintenance services (including parts) for the offices environmental mechanical systems comprised of (in part) the equipment listed on the attached inventory sheet, Attachment A. General preventive maintenance service shall be scheduled twice a year; Once prior to air conditioning season and once prior to heating season. Item 2, cleaning or replacement of air filters and Item 16, operating and checking of water heater relief valve, shall be scheduled monthly. Item 12 checking and cleaning of electronic air cleaners shall be scheduled quarterly.

Activities at each general preventative maintenance service inspection shall include:

1. Lubricate all motors and bearings.
2. Clean permanent and replace disposable air filters. (High efficiency pleated filters)
3. Inspect all shafts and pulleys. Replace belts and adjust tension. Check for proper RPM.
4. Check drain pan and line. Ensure that piping is intact and functioning properly. Clean the drain pan and piping, if required.
5. Check evaporator and condenser coils (clean if required).
6. Check refrigerant charge and trim as required.
7. Check thermostat and electrical controls and adjust if required.
8. Check and tighten electrical connections for proper amperage. Replace worn or frayed connectors and wire.
9. Check gas or oil burner and adjust if necessary.
10. Check economizer and adjust if required.
11. Check and clean humidifier.
12. Check and clean electronic air cleaner. (If a component of the HVAC system)
13. Check, lubricate and adjust thermostat if required for attic fan. Clean fan blades.
14. Adjust water cooler valves for proper discharge volume and clean condenser coil.
15. Operate and check water heater relief value.
16. Purge bottom drain of water heater.
17. Make all necessary adjustments for efficient operation.

**Note: If manufacturer's recommended service activities and frequency are different from those given above, the manufacturer's recommendations will control.**

**PLEASE PRINT**

Form completed by: \_\_\_\_\_ Signature \_\_\_\_\_ Print Name \_\_\_\_\_



**ATTACHMENT D**

**DATA SHEET**  
**To be Completed by Bidder**

1. Qualifications of Bidder: The Bidder must have the capability and capacity in all respects to fully satisfy all of the contract requirements.
2. Years in Business: Indicate the length of time you have been in business providing this type of service.  
\_\_\_\_\_ Years \_\_\_\_\_ Months
3. References: All Bidders are to supply a minimum of four (4) references from firms to whom they are currently supplying, or within the last year have supplied HVAC services. Include the dates service is being furnished and the name, address, and phone number of the person DMV has your permission to contact.

<u>Client</u>	<u>Address</u>	<u>Person to Contact and Phone No.</u>	<u>Begin &amp; End Dates of Service</u>
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**Statistical Information Only:**

- a. My Company is minority-owned. \_\_\_\_\_ Yes \_\_\_\_\_ No
- b. My Company is female-owned. \_\_\_\_\_ Yes \_\_\_\_\_ No
- c. My Company is a small business. \_\_\_\_\_ Yes \_\_\_\_\_ No
- d. My Company is registered with the Virginia Department of Minority Business Enterprises. \_\_\_\_\_ Yes \_\_\_\_\_ No

Please provide proof of certification with the Department of Minority Enterprises with submission of your Bid.

Is your Company registered in both the eVA and Ariba Commerce Services Network?

EVA \_\_\_\_\_ Yes \_\_\_\_\_ No

Ariba Commerce Service Network \_\_\_\_\_ Yes \_\_\_\_\_ No

EVA registration Number: \_\_\_\_\_

**FAILURE TO REGISTER WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE AND REJECTED.**